

Goodman & Hurwitz, P.C.
1394 East Jefferson
Detroit, Michigan 48207
(313) 567-6170

August 28, 2008

BY E-MAIL AND REGULAR MAIL

Kelly G. Keenan, Esq.
Legal Counsel to the Governor
111 S. Capitol Ave,
Lansing, MI 48909

Re: Petition and Charges to Governor Seeking
Removal of Honorable Kwame M. Kilpatrick

Dear Mr. Keenan,

Attached please find a Supplemental Exhibit List. The proposed purpose of the exhibits of the seven newly listed exhibits serves two purposes. The exhibits a) further demonstrate and prove claims and contentions that appear in the Removal Petition and supporting affidavit, and b) refer to Petitioner's request to certain witnesses identified on Petitioner's witness list to appear and testify at the Removal Hearing.

Once again we thank you for your attention and cooperation.

Respectfully,

/S/

William Goodman
Goodman & Hurwitz, P.C.
1394 East Jefferson Avenue
Detroit, Michigan 28307
(313) 567 6170

Mr. David Whitaker Esq.
Director, Research and Analysis Division
Detroit City Council
2 Woodward Avenue
Coleman A. Young Municipal Bldg
Detroit, Michigan 48226

cc: Sharon McPhail, Esq.; James Thomas, Esq.

PETITIONER'S SUPPLEMENTAL EXHIBIT LIST

The following exhibits will be added to Petitioner's Exhibit List submitted on August 15, 2008 and are marked accordingly.

Exhibit 30: Exhibits from the Deposition of Samuel McCargo Esq., June 9, 2008

Exhibit 30 (A): Directive for the use of the City of Detroit's Electronic Communication System, June 26, 2000

Exhibit 30 (B): Comerica Safe Deposit Lease Agreement Card

Exhibit 31: Letter to Samuel McCargo Esq. Re: Appearance at Removal Hearing, August 21, 2008

Exhibit 32: Response of McCargo's Attorney, George Bedrosian Re: Appearance at Removal Hearing, August 25, 2008

Exhibit 33: Statement of Samuel E. McCargo Before the City Council for the City of Detroit on April 10, 2008

Exhibit 34: Letter to Don Campbell Re: Appearance at Removal Hearing

Exhibit 35: Letter to William Mitchell Esq. Re: Appearance at Removal Hearing, August 21, 2008

Exhibit 36: Letter to John Johnson Esq. Re: Appearance at Removal Hearing, August 27, 2008

Exhibit 37: Statement of John E. Johnson Jr. (before the Detroit City Council on April 12, 2008)

Exhibit 38: Detroit City Council Official Journal Entry of Brown/Nelthrope and Harris Settlements

MEMO

TO: DEPARTMENT DIRECTORS, AGENCY HEADS, MEMBERS OF BOARDS AND COMMISSIONS, CITY COUNCIL MEMBERS, AND THE CITY CLERK

FROM: Information Technology Services Department
Human Resources Department

DATE: June 26, 2000

SUBJECT: DIRECTIVE FOR THE USE OF THE CITY OF DETROIT'S ELECTRONIC COMMUNICATIONS SYSTEM

1. Scope

Due to the City's increased use of electronic technology, the City is establishing this directive for the creation and use of its electronic communications system, including electronic mail ("e-mail"). This Directive, which is subject to modification at any time, shall govern the use of the City's electronic communications system by all City employees, in-house contractors, independent contractors, interns, students, volunteers, and other persons having authorized access to, and using any of, the City's electronic communications system. The City's electronic communication system includes Intranet and Internet e-mail, internal electronic bulletin boards, Intranet and Internet services, news groups, transmissions and receipt of data, calendars, directories and distribution lists, draft documents, and all other forms of electronic communications.

Except as provided for in Section 6 of this directive, use of the City's electronic communications system shall be restricted to the performance of matters which relate to official functions of the City of Detroit government. These matters include all activities which concern the operation of City government, and the delivery of governmental services to the public. This directive provides guidelines for authorized users to ensure proper and effective use of the system. Further, this directive establishes a policy for the protection of one of the City's most valuable assets: information.

2. Authorized Users

All City department and agency employees, in-house contractors, independent contractors, interns, students, volunteers, and all other persons having authorized access to City systems shall be considered authorized users of the City's electronic communications system and, therefore, are subject to this directive. However, the City retains the right to cancel, restrict, or otherwise change an authorized user's access to the City's electronic communications system.

3. City Property

It is the policy of the City that any electronic communication created, received, transmitted, or stored through use of any part of the City's electronic communications system including, but not limited to, all hardware and software, is the property of the City. Accordingly, any electronic communication created, received, transmitted, or stored in the City's electronic communications system is not considered, in whole or in part, as private in nature regardless of the level of security on the communication. Further, in accordance with the applicable

law governing access or disclosure, the City reserves the right to access electronic communications under certain circumstances and/or to disclose the contents of the communication without the consent of the authorized user who created, received, transmitted, or stored the communication.

4. Public Records

While the City's electronic communications system provides its authorized users with a convenient and efficient means of communication, this resource must be consistently managed with due regard for the applicable law governing the creation, receipt, retention, use, and disclosure of public records. Generally, a public record means information created, owned, and used in the possession of, or otherwise retained by, a public body in the performance of an official function, from the time it is created. See the Michigan Freedom of Information Act (FOIA), being MCL 15.231 et seq; MSA 4 1801(1) et seq. Since electronic communications are often deemed under the law to be public records, all authorized users are put on notice the law provides that, in certain instances, electronic communications transmitted, or stored, via any electronic system are subject to disclosure and litigation. Therefore, authorized users of the City's electronic communications system must bear in mind that, whenever creating and sending an electronic communication, they are almost always creating a public record which is subject to disclosure whether the communication is routine or intended to be confidential. Further, a recent amendment to the Michigan FOIA provides that a "written request" for a public record means a writing that asks for information, and includes a writing transmitted by e-mail or other electronic means. Thus, authorized users who receive any electronic communication from a non-City person who, or entity which, requests information from the City shall immediately forward the request to the Law Department for an appropriate response.

5. Security

The Information Technology Services (ITS) Department is responsible for the development, implementation, maintenance, and enforcement of security procedures to ensure the integrity of the City's electronic communications system, regardless of the medium. This includes, but is not limited to a centralized enterprise-wide security scheme that uses identification authentication programs, access logs, and audit trails; transmission procedures, firewall, and encryption technology; C2 security standards; back up procedures and schedules; controlled software configurations; access administration; individual passwords; and hardware theft protection. Authorized user passwords shall be required to access the City's electronic communications system, and software shall be programmed to change all user passwords periodically. All authorized users are responsible for exercising due care in maintaining the secrecy of their individual password, and in monitoring the use of their individual workstation.

6. Acceptable Usage

The use of electronic communication is encouraged when such use is the most cost-effective and/or efficient means of communication. However, use of the City's electronic communications system shall avoid interference with the work of other authorized users, and disruption of any network services or stored data. The use of electronic communications shall be governed by the same policies and guidelines that govern the use of any other type of City resource. Therefore, the City's electronic communications system shall be used in an honest, ethical, and legal manner which follows applicable licenses, contracts, and policies according to their intended use. Authorized users are responsible for being aware of available information resources, and that these resources are being shared. Authorized users shall refrain

from all acts which waste, or prevent, other authorized users from utilizing available City resources.

Use of the City's electronic communications system by any authorized user for advertising, for commercial use, or for solicitation, in any form or format is prohibited. In accordance with the applicable law and consistent with efficient government, practicality, and this directive, department directors, agency heads, members of boards, and commissions, City Council members, and the City Clerk, or their designees, shall be responsible for defining and monitoring the use of the City's electronic communications system for matters not in the performance of an official City function.

Authorized users are prohibited from using the City's access to the Internet for matters not related to any official City function, including personal searches and personal Internet e-mail messages. However, authorized users may use Intranet e-mail for communications that are incidental to the performance of an official City function, such as notifying other authorized users of an employee's illness. Authorized users should bear in mind that internal, or external, audits may be used to examine the City's access to the Internet and, where appropriate, the City may block access to discourage use of the Internet that is inconsistent with this directive. ✓

Electronic communications that may result in the loss of an authorized user's work product, or in damage to the City's electronic communications system, are prohibited. Any attempt to willfully tamper with, or damage, any file or communication is prohibited. Electronic communications sent by misrepresentation, or attempted concealment of identity, are prohibited. Any usage done under the access code of an authorized user is the responsibility of that individual. Authorized users are responsible for protecting their access authorization, and shall take all reasonable precautions to protect files, messages, passwords, and unauthorized access and use of the City's electronic communications system including, but not limited to, logging off a workstation when appropriate to prevent unauthorized use of the system.

Authorized users of the City's electronic communications systems are warned that dangerous and unethical software exists which can introduce viruses into the system, break passwords, and observe mail packets. Although it is the City's intent to detect and eradicate this type of software and/or infected data, authorized users are advised to use appropriate precautions when using programs, or data from a source outside one's own department or agency, including downloading software programs and data from the Internet. Authorized users must also bear in mind that downloading programs and files from the Internet may violate federal copyright law.

7. Appropriate Content

The workforce for the City is a diverse population, which holds divergent opinions. However, the City's electronic communications system shall not be used to transmit any communication that contains statements, or material, of a derogatory nature toward any specified person, or toward any race, nationality, gender, marital status, sexual orientation, religion, disability or physical characteristic, or age group. Any language or statements that are made on, or acts made via, the City's electronic communications system which could be construed as defamatory, discriminatory, or harassing, are prohibited. All guidelines and prohibitions that are contained in federal, state, and City laws and which govern the protection of civil rights shall be strictly enforced. The City's electronic communications system shall not be used for proselytizing, or for promoting any religious belief or tenet, or for campaigning for,

or against, any ballot proposal, or any political candidate or issue.

8. Privacy and Inspections

Because all electronic communications are the sole property of the City, an authorized user may assume a 'rule of thumb' that any electronic communication created, received, transmitted, or stored on the City's electronic communications system is public information, and may be read by anyone. All authorized users of the City's electronic communications systems are made aware that once an electronic communication is sent, the sender probably cannot delete or retrieve the message. Further, software programs allow backup copies to be made of all electronic communications on the system, including communications believed to be 'deleted' by the authorized user. Any item created, received, transmitted, or stored on the City's electronic communications system is not considered to be a personal or a private communication of any authorized user.

Electronic communications may be intercepted, forwarded, destroyed, stolen, or read like a postcard over an open network. Therefore, authorized users are prohibited from electronically transmitting confidential or sensitive information via inter, or intra, network services unless it is encrypted.

City technicians, and other authorized persons, may inspect programs, files, documents, or any other data on the City's electronic communications system for routine system maintenance, repairs, updating or monitoring activities. City technicians, and other persons, who are authorized to maintain, repair, update, or monitor activities shall respect the rights of authorized users. Therefore, such persons shall not intentionally seek information on, obtain copies of, or modify files, documents, or other data that may be confidential or not open to public inspection or release. Further, authorized users must be aware that technicians, and other authorized persons, may utilize software to legally assist the City in monitoring time accounting and work content, and in determining error rates.

9. Supplemental Policies or Guidelines

Department directors, agency heads, members of boards and commissions, City Council members, and the City Clerk, or their designees, are responsible for the execution of, and adherence to, this directive. Because departments, agencies, boards, commissions, City Council members, and the City Clerk have unique responsibilities or duties, there may be a need to adopt and administer supplemental policies and guidelines regarding the use of the City's electronic communications system. Any supplemental policies or guidelines implemented by any department director, agency head, board, commission, City Council member, and the City Clerk shall not relax, or conflict with, any policy or guideline contained within this directive.

10. Acknowledgment

To ensure compliance with the City's policy and guidelines governing use of the City's electronic communications system, all authorized users of the City's electronic communications system are responsible for being familiar with this directive. As such, department directors, agency heads, members of boards and commissions, City Council members, and the City Clerk shall ensure that each authorized user receives a copy of this directive, and signs and dates a copy of the attached acknowledgment. The completed acknowledgment shall be maintained in the authorized user's file.

11. Compliance Required

Department directors, agency heads, members of boards and commissions, City Council members, and the City Clerk, or their designees, shall be responsible for ensuring that authorized users remain in compliance with this directive. This includes: reporting any information which concerns either a bypass of this directive, or a security issue regarding the City's electronic communications system; investigating noncompliance with this directive; and implementing necessary disciplinary, or corrective, action when the City's electronic communications system is used contrary to this directive.

Where information is received concerning possible noncompliance with this directive, the department director, agency head, members of boards or commissions, City Council members, or the City Clerk, or their designees, shall document and investigate the instance in accordance with departmental or agency rules, and with the City Civil Service Rules. Where appropriate, the City may institute internal discipline and/or civil or criminal action.

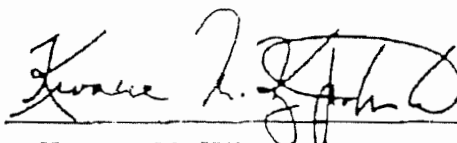
The City reserves the right to cancel an authorized user's access to the City's electronic communications system for noncompliance with this directive. The City may withdraw an authorized user's password and access without notice.

12. Purge and Archival Schedules

The purging and archiving of electronic communications which are created, and used, in the performance of an official function shall be consistent with approved public record retention and disposal schedules. In conjunction with ITS, department directors, agency heads, members of boards and commissions, City Council members, and the City Clerk shall ensure that all software is programmed to comply with approved retention and disposal schedules.

13. Effective Date

This directive is effective on April 6, 1998.



Kwarne M. Kilpatrick
Mayor

Comerica

Comerica Safe Deposit Lease Agreement Card

Box No. # 323 Branch No. / Location # 149 Current Date 10/22/07 Lessee/Authorized Agent Samuel McCargo and Michael Stefani

CHECK ONE

☐ INDIVIDUAL
☒ JOINT
☐ FIDUCIARY

☐ LIMITED LIABILITY COMPANY
☐ PARTNERSHIP
☐ CORPORATION
☐ UNINCORPORATED SOCIETY

RENTAL TERM 1 year
RENTAL FEE \$9.00
LATE PAYMENT FEE \$500

PLEASE PRINT

1. LESSEE / AUTHORIZED AGENT

SAMUEL E MCCARGO

ADDRESS

660 WOODWARD AVE., SUITE 2490

CITY

STATE

ZIP

PHONE

DETROIT MI**48226****(313)****961-2550**

TYPE OF IDENTIFICATION AND NUMBER

EXPIRATION DATE

ISSUE DATE

COUNTRY/STATE OF ISSUANCE

[REDACTED]**10/14/2010****USA/MI**

DATE OF BIRTH

EMPLOYER

SAVINGS/CHECKING

10/14/1950**LEWIS & HUNDAY, P.C.**

2. LESSEE / AUTHORIZED AGENT

SOC. SEC. NO. / TAX I.D. NO.

Michael L. STEFANI

ADDRESS

512 E. ELEVEN Mile Rd.

CITY

STATE

ZIP

PHONE

ROYAL OAK MI**48067****248 544 3400**

TYPE OF IDENTIFICATION AND NUMBER

EXPIRATION DATE

ISSUE DATE

COUNTRY/STATE OF ISSUANCE

[REDACTED]**11/7/10****MICHIGAN**

DATE OF BIRTH

EMPLOYER

SAVINGS/CHECKING

01/07/1944**STEFANI & STEFANI, P.C.**

3. LESSEE / AUTHORIZED AGENT

SOC. SEC. NO. / TAX I.D. NO.

ADDRESS

CITY

STATE

ZIP

PHONE

TYPE OF IDENTIFICATION AND NUMBER

EXPIRATION DATE

ISSUE DATE

COUNTRY/STATE OF ISSUANCE

DATE OF BIRTH

EMPLOYER

SAVINGS/CHECKING

4. LESSEE / AUTHORIZED AGENT

SOC. SEC. NO. / TAX I.D. NO.

ADDRESS

CITY

STATE

ZIP

PHONE

TYPE OF IDENTIFICATION AND NUMBER

EXPIRATION DATE

ISSUE DATE

COUNTRY/STATE OF ISSUANCE

DATE OF BIRTH

EMPLOYER

SAVINGS/CHECKING

BUSINESS ENTITY LESSEE (COMPLETE THIS SECTION)

1. COMPANY NAME
EIN**FREEP 000376**

ADDRESS

CITY

STATE

ZIP

PHONE

SAVINGS / CHECKING

BUSINESS IDENTIFICATION

RECEIVED OF PETTY CASH

No. _____

DATE

10/22/07

DESCRIPTION OF ITEM / SERVICE PURCHASED	AMOUNT
CAMERA BOX	21.50
BALANCE OF	
LEASE 1 yr	
CLIENT. [REDACTED]	
CHARGE TO ACCOUNT	TOTAL 21.50
RECEIVED BY [Signature]	APPROVED BY [Signature]

TOPS FORM 3008

UTHONUSA

FREEP 000377

LEWIS & MUNDAY, P.C.

CHECK DATE: 10-22-07

CHECK NO.: 24041

DATE	INVOICE	VOUCHER	DESCRIPTION	NET	G/L ACCT.	AMOUNT
10-22-07	6750-20040371	134411		67.50	13000 0110000	67.50
VENDOR Comerica Bank				REF. #	TOTAL	\$67.50

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/ signing the Bank's ("we," "our," "us") Safe Deposit Lease Agreement Card ("Card"), each Lessee ("you," "your") individually and jointly agrees to the following terms:

Access to Safe Deposit Box. We may grant access to the Safe Deposit Box identified on the Card ("Box") to any person or entity named as Lessee or designated by a Lessee as authorized agent on the Card. In addition we may grant access to the Box to any attorney-in-fact appointed by any of you, and to any person or entity authorized by law (in the case of death, bankruptcy, incompetency or court order). Access to the Box will be subject to the terms of this Agreement and/or applicable law or court order. Unless prohibited by law or court order, you agree that each person/entity described above as having authority to access the Box (individually and collectively referred to in this Agreement as "Authorized Person") has the full authority to deal with and/or remove the contents of the Box and to surrender the Box without the consent of any other person or entity unless we agree with you in writing that more than one person is required.

We may require each Authorized Person to sign an entry form and to provide identification we deem acceptable.

Power of Attorney. Unless otherwise required by law, we reserve the right, with or without cause, to refuse to accept any Power of Attorney whether presented to us by you or your attorney-in-fact. If we accept your Power of Attorney, we may rely on it until (a) the grantor provides us written notice (unless we agree to accept oral notice) that it is revoked, or (b) it is revoked by law and we have received actual notice of the revocation. You agree that (a) we may act on the instructions of the attorney-in-fact whether or not the designation of attorney-in-fact is noted on the instructions; (b) the attorney-in-fact may have unrestricted access to the Box and its contents, including the right to remove the contents; (c) the attorney-in-fact may surrender the Box and terminate the lease; and (d) any of you may appoint an attorney-in-fact without the consent of any other.

We may refuse access to the Box (a) any time you are in default of any provision of this Agreement, including, the failure to pay any rents or charges in connection with the Box, (b) when we are required by law to do so, or (c) if we determine denial is necessary for our protection or that of our other customers.

Relationship of Parties and Security Interest. Except as otherwise stated in this Agreement, our relationship with you in regard to the Box is that of lessor and lessee. You grant us a lien against the contents of the Box and any other property of yours we have in our possession for any rent or charges owed to us in connection with the Box.

Business Entities. If you are a business entity, each person signing the Card on behalf of the Lessee affirms that he/she is authorized to do so and to bind you to the terms of this Agreement. Each such person will provide at our request, documentation that we deem necessary as proof of the existence of the entity, authority and identity.

Hours of Operation. Days and hours of operation can be obtained from the location where the Box is located and are subject to change without notice. We will not be open on federal holidays or when access is prevented for reasons beyond our control. We reserve the right to close the vaults at any time without notice.

Use of Safe Deposit Box. You will not mark, alter or deface the Box or vault in any way, store any items or materials which are illegal, may spoil, explode, leak, smell, are alive or which may become a nuisance to us or our customers.

If we find your Box is unlocked, you authorize us to take any action we deem appropriate to secure the Box or its contents. We will mail you notice of our action, however, if you do not respond within 30 days of the notice, we may terminate the Agreement for cause as described in Section 15.

Ownership, Death, Incompetency or Revocation of Authority. If there is more than one of you, whether or not husband and wife, you lease the Box as joint tenants with rights of survivorship as to the lease. On the death of any one or more of you, each survivor will continue to have the right to access the Box, remove or exchange any contents, surrender the Box, terminate this Agreement and discharge us from liability. In addition, if a court of competent jurisdiction issues a court order to an interested party or fiduciary of the deceased to search for a will, deed to a burial plot or other document or item, we will, subject to the requirements of the law allow such person(s) access to the Box. We may require the surviving Lessee(s), if any, to cancel this Agreement for the Box and enter a new Agreement for the Box.

If any one of you is declared incompetent in a manner authorized by State law and a fiduciary is appointed for you, such fiduciary may have access to the Box and remove its contents subject to any limitations of the law.

If there is more than one of you, no presumption of ownership as to the contents of the Box is created by this Agreement. Each of you will promptly notify us of the death or declaration of incompetency of any of you. When we receive such notice we will, if we believe it is required by law or court order, deny access to the Box until we believe compliance with applicable law has been met.

Business Entity Lessee. You will promptly notify us if a person designated on the Card as an authorized agent or authorized signer dies, is declared incompetent, or if you have revoked his/her authority. You will provide us with new documentation acceptable to us which names your authorized signers and/or authorized agents and we may require you to cancel this Agreement and enter a new Agreement for the Box. If more than one person is designated on the Card as an authorized agent, such persons will continue to have access to the Box unless you notify us otherwise.

6. **Conflicting Claims.** If we receive conflicting claims or demands from any of you, any Authorized Person, or any other person we believe has a legal interest in the Box or its contents, we may refuse access to the Box until we receive evidence or proof, satisfactory to us, of each person's right to access the Box and remove its contents. If any act, decree, writ, or other legal process against any of you or any Authorized Person is served on the Bank, whether determined later to be valid or not, we will not allow access to the Box by anyone unless required by law, court order or until such act, writ, decree, or other legal process is withdrawn, revoked, overruled, or otherwise made legally inoperative. You agree to indemnify, defend and hold us and our employees harmless from and against all claims, demands, actions, proceedings, losses, damages and expenses, including legal expenses, which result from our actions and omissions done in accordance with this Section.
7. **Term of Lease.** The initial term of your lease is stated on the Card and will automatically be renewed for like terms until terminated by either of us pursuant to Section 17 of this agreement.
8. **Liability and Limitation of Liability.** You assume all risks and liabilities arising from your use of the Box and will be responsible for any loss, destruction, or damage caused by you or any Authorized Person. **We do not insure the contents of the Box.** If you want, you may obtain insurance separately from this Agreement at your own expense. We will exercise ordinary care so that unauthorized persons will not have access to the contents of the Box. We will not be liable for damage to the contents of your Box caused by fire, flood, other natural disasters or acts of God. Mere proof of partial or total loss of the contents of your Box will not be sufficient evidence of unauthorized access or our failure to exercise ordinary care.

Our Employees. The sole function of our employees is to unlock and reload the doors of compartments containing the Box. Any other act or assistance our employee may perform at your request or that of an authorized agent or Authorized Person will be at your risk. Your agent and you agree to release us and our employees from all liability for such acts.

Notwithstanding any terms of this Agreement to the contrary, we will not be liable to you for (a) opening the Box or removing its contents when we believe it necessary as a result of any court or other authority directing that the contents of the Box be exhibited, impounded, surrendered or otherwise dealt with, (b) the misappropriation of the contents of the Box by an Authorized Person or (c) securing the contents of the Box if you leave it unlocked.

You agree that we are not required to inquire into the regularity or the jurisdiction of any court or authority issuing an order or process in regard to the Box or to in any manner contests the validity of the order or process or to give notice of it to any of you.

IN NO EVENT WILL WE BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSSES, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT REQUIRED BY LAW.

Any claim for loss or damage of any nature must be presented to us when the Box is surrendered or you receive notice of our termination of the lease, or thirty (30) days after discovery of such loss or damage, whichever is

FREEP 000379

- earlier. Any claim made after this time is forever barred. You agree that no action or proceeding will be brought to enforce any claim after one year (two years, if your Box is located in Texas) from the date of the claim.
9. No Assignment/Sub-lease. You may not assign, sublet, transfer, pledge or grant a security interest in the lease or Box to others without our prior written consent.
 10. Receipt of Keys and Loss of Key(s). If the Box has a key entry, by signing the Card you acknowledge receipt of two (2) keys. If either or both of the keys are lost, you will notify us promptly and you or an Authorized Person will open the Box with the remaining key so that the lock can be replaced and two new keys issued. If you notify us that both keys are lost, we will arrange to have the compartment opened forcibly in your or an Authorized Person's presence, the lock replaced and two new keys issued. In either event, you will need to have an appointment, pay for the replacement key and/or lock replacement, and if applicable, forcible entry.
 11. Amendments to this Agreement. We reserve the right to amend this Agreement by giving you at least 10 days prior written notice unless a longer time is required by law. You agree to be bound by such amendments after they are sent to you or if the law allows, after the amendment is posted at the place where your Box is located.
 12. Notices. Unless the law of the State where your Box is located requires otherwise, all notices we are required to give you may be given personally, sent by U.S. mail regular postage or electronically (when available) from anywhere in the United States. We will send notices to the last address shown on our records for any one of you and you agree to be bound by such notice. You may send us notice at the address where the Box is located. Unless otherwise required by law, notices that are mailed with proper postage affixed will be deemed received two business days after mailing, except that notices regarding revocation of authority, death or incompetency will not be deemed effective until actually received by us and we have had a reasonable time to act on such notice.
 13. Fees and Charges. Each of you agree to be jointly and individually liable for all fees, late fees and other charges incurred in connection with the Box. The rental fee for the Box is always due in advance. The initial rental fee for the original term is stated on the Card. We may increase the rental fee for any subsequent renewal term by giving you at least 10 days notice prior to the expiration of the then current term. We may assess a late payment fee for any rent or charges in connection with the Box at the time such payment is due and not paid. If you do not surrender the Box by the last day of the rental term you agree to pay the rental fee for the renewal term and a late fee if applicable. In addition, you agree to pay the charges we may assess for replacement keys and forcible entry into the Box. Information on such fees is available from the branch where your Box is located and may change without prior notice to you. You also agree to pay all of our reasonable expenses, including court costs, attorney and paralegal fees and/or drilling fees incurred in complying with a court order, writ or process, answering suits or injunctions and impleading the contents of the Box into the registry or a court of competent jurisdiction if we determine such action(s) necessary.

Delinquent Rental Fees. If the rental fee is delinquent for six (6) months (one year, if the Box is located in Michigan) and we give you notice as required by the laws of the State where the Box is located, we may open the Box, inventory its contents, and sell its contents subject to our lien for rent due, and any other charges including late payment, forcible entry of the Box and fees for storing its contents which are not prohibited by such State law. If the State law allows, we may escheat the unsold contents and/or the proceeds from the sale of the contents during the time period allowed by law, after deducting the amount of our authorized lien.
 14. Relocation of Safe Deposit Box. By giving you at least 30 days prior written notice, we may require that you remove the contents of the Box and we may assign you a similar size Box at another location. You may remove the contents and cancel the lease with cause as described in Section 15 below. If you do not remove the contents within the time stated in the notice, we will forcible drill the Box, move it and / or the contents and place it in a new location. You may be charged for fees associated with the forcible entry and moving the contents of your Box unless such charge is prohibited by law. You agree to hold us harmless, for any such loss you incur, except for loss due to our gross negligence, if you fail to remove the contents of the Box within the time period stated in the notice.
 15. Termination of Lease and this Agreement. We may terminate this lease and Agreement at any time for cause by giving you at least 10 days prior notice. Termination for cause may result because of failure to pay rental fees when due or you or an Authorized Person violates any provision of this Agreement. You will not be entitled to any refund if we terminate this Lease for cause. We may terminate this lease at any time without cause by giving you at least 30 days prior notice and you will be entitled to a pro-rata refund of the rental fee you paid in advance but were unable to use because of termination. Unless prohibited by law, you agree that we may forcibly open your Box if you do not surrender the Box within 30 days of our sending a termination notice to you.

You may terminate this Agreement at any time without cause by surrendering the Box and returning the keys or paying for their replacement and forcible entry to the Box and paying any past due rent or other charges owed to us. You will not be entitled to receive a refund for any rental fees paid in advance. When your rental period ends, you must empty and surrender your Box and return all keys to us by the last day of the rental. If you do not, you are agreeing to renew the rental period of the Box. You may terminate this lease and Agreement for cause but only if we are in default of this Agreement or we notify you of our intent to relocate the Box. If we are in default, you must notify us in writing of the default within 10 days of when you knew or should have known of it and you surrender the Box during that period. If we notified you of our intent to relocate your Box, you may terminate this Agreement if, prior to the date your Box is relocated, you surrender the Box and keys or pay for their replacement and forcible entry. Within 10 days of your surrender of the Box, we will refund on a pro-rata basis the rental fees you paid in advance but did not use.

You agree to be bound by the surrender of the Box, termination of the lease and this Agreement by any of you or your authorized agents) or Authorized Person(s).

Dormant/Abandonment of Box. If we have had no contact with any of you during the time period prescribed by the law of the State where the Box is located, we will remit the contents of the Box to that State as required by law. You may contact the State where the Box was located for information about the return of its contents.
 16. Release of Claims. When you surrender the Box you agree to release us from any liability or obligations whatsoever under this Agreement.
 17. Severability and Waivers. The rights, remedies, and benefits provided by this Agreement are cumulative, and are not exclusive of any other rights, remedies, and benefits allowed by law. In the event any provision is found by a court of competent jurisdiction to be unenforceable, the other provisions will remain in effect. We may delay enforcing our rights under this Agreement without losing them. A waiver of any right by us will not be considered a waiver of the same right or of other rights at another time.
 18. Waiver of Jury Trial. In the event of a dispute arising under or in relation to the services provided under this Agreement, you and we agree to waive any right to jury trial in regard to such a claim. You agree that we have brought this provision to your attention and that after consulting or having had the opportunity to consult with counsel of your choice you voluntarily agree to waive your right to a jury trial.
 19. Legal Process. We may comply with any legal process that we believe is valid with respect to the Box. You agree that we may honor any legal process (e.g., a levy or subpoena) which is served by mail, facsimile transmission or in person at any of our offices, even if the law requires personal service at the office where the Box is located.
 20. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement, including but not limited to your heirs or beneficiaries, or to others with respect to any property you may store for them in your Box.
 21. No Warranties. UNLESS OTHERWISE STATED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY.

Printing Date January, 2003.

FREEM 000380

GOODMAN & HURWITZ, P.C.
ATTORNEYS AND COUNSELORS

WILLIAM H. GOODMAN*
bgoodman@goodmanhurwitz.com

JULIE H. HURWITZ
jhurwitz@goodmanhurwitz.com

KATHRYN BRUNER JAMES
kjames@goodmanhurwitz.com

OF COUNSEL
GOODMAN KALAHAR, P.C.

August 21, 2008


George Bedrosian, Esq.
65 Cadillac Sq Ste 2810
Detroit, MI 48226

**Re: Appearance of Sam McCargo,
Governor's Removal Hearing**

Dear Mr. Bedrosian,

This letter will confirm that I have been advised by your office that your client, Sam McCargo, will not voluntarily appear before Governor Granholm to testify in hearings concerning the removal of the Mayor, scheduled to commence on September 3, 2008 in Detroit.

Sincerely,



William Goodman
Special Counsel to Detroit City Council

AUG 25 2008

65 Cadillac Square, Suite 2810
Detroit, MI 48226
Tel. (313) 965-6250
Fax (313) 965-6251

August 20, 2008

William H. Goodman, Esq.
Special Counsel, Detroit City Council
1394 E. Jefferson Avenue
Detroit, MI 48207

**Re: In the Matter of the Request for the Removal of Kwame M.
Kilpatrick from the Office of Mayor of the City of Detroit**

Dear Mr. Goodman:

This will confirm that my client, Samuel E. McCargo, **will not appear** as a witness at the hearing before The Honorable Jennifer M. Granholm, Governor, presently scheduled to commence on September 3, 2008.

As you are aware, because of your presence and cross-examination, Mr. McCargo testified at the Detroit City Council Public Hearings on April 10, 2008, for several hours, and he was deposed for seven hours on June 9, 2008, in the *Detroit Free Press, Inc., et al v City of Detroit* case. His testimony in both matters was video taped and transcribed.

In addition, in Petitioner's Index of Exhibits, you as Special Counsel to the Detroit City Council have already forwarded to the Governor transcripts of the above testimony of Mr. McCargo under **Exhibit 25**: Transcript of the June 9, 2008 Deposition of Samuel McCargo and **Exhibit 28**: Transcript of Detroit City Council Public Hearings on April 10, 2008.

Samuel McCargo believes, and I fully agree, that to present Governor Granholm with duplicative testimony from him would be time consuming, unwarranted and unnecessarily burdensome. In fact, the Governor's Prehearing Order alerts the parties that evidence which is "irrelevant, immaterial or unduly repetitious" may be excluded.

Although it would be a pleasure to appear before the Governor, Samuel McCargo is confident that to again testify in this matter would be unduly repetitious.

Sincerely,



George J. Bedrosian

GJB/CP

c: Samuel E. McCargo, Esq.

STATEMENT OF SAMUEL E. MCCARGO
BEFORE THE CITY COUNCIL FOR THE CITY OF DETROIT
ON APRIL 10, 2008

Good Morning Council Members. I am Samuel E. McCargo. I am a member of the State Bar of Michigan, and I was admitted to practice in the State of Michigan on October 14, 1975. I obtained my BA from the University of Michigan in 1972; and my JD in 1975. I am currently associated with Lewis & Munday in an "Of Counsel" relationship and I chair the firms Litigation Group.

I am honored to appear before the Council, and I hope that I will be able to assist the Council by providing meaningful and complete information regarding the settlement of the Brown and Harris cases. I can assure the Council that, exclusive of any attorney/client privileged matters, I will endeavor to answer any and all of Council's questions accurately and fully. If there are any matters that I cannot answer because I do not have the information requested, I will be happy to try to secure the information and submit it at a later time. In the event that Council deems it necessary to invite me back for further questioning, I will be happy to accommodate your requests.

Now turning briefly to the subject matter of my appearance here today, I would like to share some preliminary information regarding my representation of the Mayor in the settlement of the Brown and Harris cases.

The only defendant I represented as an attorney in the Brown case was Mayor Kwame Kilpatrick. I began legal representation of Mayor Kwame Kilpatrick in the Brown case on about June 2, 2004. I was retained to represent Mayor Kwame Kilpatrick by the City of Detroit Law Department; and obtained a written retainer agreement for the representation of Mayor Kwame Kilpatrick in the Brown case. Throughout my representation, I had no final settlement authority; I only had authority to recommend settlement to my client, Mayor Kwame Kilpatrick.

I participated in a court ordered facilitation on October 17, 2007 at the Law Offices of Charfoos & Christensen on Woodward Ave. in the City of Detroit. Plaintiff's and Defendant's attorneys were in separate rooms for most of the facilitation session.

The facilitator, Val Washington, shuttled between the rooms solely exchanging proposals on plaintiff's fees during the first few hours. Plaintiff requested,

through the facilitator that the facilitation be expanded in scope to cover a full and complete settlement of the Brown case. The Defendants' attorneys sent a reply through the facilitator that the attorneys had no authority to expand the scope of negotiations and that their analysis of potential appeal rights had not been completed.

The facilitator asked the defendants to explore the possibility of expanding the scope of negotiations among themselves; the defense attorneys began these discussions as requested. The defense attorneys reached a consensus that expanding the scope of negotiations was a reasonable request, and that it might be possible to get authority of do so.

Before the defense attorneys could explore a potential expanded scope of negotiations with all their clients, plaintiffs' attorney sent a confidential package to me through the facilitator. I was told that the package was being delivered to me alone at the direction of Plaintiffs' attorney.

In the package delivered to me was a "motion" allegedly prepared by plaintiff's attorney, Michael Stefani, which contained allegations regarding one or more

"text messages." The "motion" contained potentially embarrassing terminology of a sexual nature; and, statements containing the terms "firing", "removal" and "demotion" of Gary Brown. The portion of the "motion" I examined contained what appeared to be selective truncated excerpts from a larger "source document". It contained no unique identifiers, electronic or otherwise.

I did not see original "text messages" or the "source documents" from which the selective truncated excerpts were taken. On October 17, 2007, during and after my initial review of the plaintiff's "motion", I did not conclude that it conclusively proved the claims being asserted in the "motion." I then spoke with Mr. Stefani, during which time I told him that I had no prior knowledge of any of the matters associated with the "motion".

I informed the other defense attorneys that plaintiff's attorney alleged that he had obtained the Skytel records that had been the subject of an "in camera" only production Order issued by the court on August 26, 2004. The Order had been issued to protect against improper disclosure of governmentally privileged materials.

After the defense counsel had conferred with their clients by phone, and after the City attorneys were joined by John Johnson, City of Detroit Corporation Counsel, the parties negotiated settlement figures for the *Brown*, *Nelthrope* and *Harris* cases. The same shuttle negotiation format was used for the negotiation of the settlement figures as was employed for the negotiations on Mr. Stefani's attorney fees and costs.

During the facilitation negotiations, I represented my client, Mayor Kwame Kilpatrick only. All attorneys left the facilitation location in Detroit at approximately 5:00 p.m.; and agreed to meet at Plaintiff's counsels' law office in Royal Oak.

The attorneys for the parties met at Mr. Stefani's office at approximately 6:45 p.m. During that meeting, the attorneys representing the parties signed a written proposal for settlement with an "opt in" provision. I did not consider the document a final binding settlement agreement; by its terms, it would only become effective if all the parties complied with the "opt-in" provision "in writing" within specific time periods. The "opt-in" provision allowed each party

an opportunity and time to raise additional issues, accept or reject, modify the proposed terms, or request further facilitation.

Plaintiffs' attorney announced that neither the original nor copies of Skytel text pager messages would be provided to the defendants until after closing the Brown and Harris cases; so the attorneys for the parties negotiated an escrow arrangement for documents that were in the sole possession of plaintiffs' attorney. I was convinced that these records contained sensitive matter covered by the "governmental deliberative process" privilege. I suspected that the records also contained embarrassing personal information, but plaintiffs' attorney refused to surrender the allegedly corroborating evidence.

I also concluded that I would have to withdraw from representation of my client in these Skytel matters because my ability to effectively represent him had been compromised.

I met with my client and his new attorney, separately, on October 19, 2007, and started the process of transitioning the representation. I completed the work on

Brown & Harris because it was impracticable and unworkable at that time to interject a new attorney into the negotiations to close out these cases.

On or about October 26, 2007, I began negotiations for final settlement documents on my client's behalf with the attorneys for the City and plaintiffs' counsel. At that time, it was my assessment that an extensive legal investigation of Skytel and plaintiffs' allegations was likely and that litigation against Skytel and numerous other parties could result. I had determined that I could not and should not be involved in any of these specific activities, but that I had a legal duty to protect and preserve the legal rights of my client and the existing documents.

On or about October 27, 2007 Kwame Kilpatrick rejected the proposed October 17, 2007 "opt-in" settlement agreement, and signed a Notice of Rejection dated October 27, 2007. I drafted the Notice of Rejection on or before October 27, 2007

Since the proposed "opt-in" settlement agreement had been rejected, new documents were drafted to resolve issues related to the private rights of

Christine Beatty regarding a possible cause of action against plaintiffs and their attorneys. In addition, all attorneys agreed that it would be inappropriate to include resolution of those issues in the *Brown* and *Harris* Settlement Agreements. Four documents resulted from these discussions: 1) *Brown* Settlement Agreement; 2) *Harris* Settlement Agreement; 3) Allocation Letter Agreement, and 4) Personal and Private Confidentiality Agreement (exchange of documents). Because I was still counsel for Kwame Kilpatrick, I participated in discussions, negotiations and exchanges of documents between all counsel during October 26, 2007 and November 1, 2007.

GOODMAN & HURWITZ, P.C.
ATTORNEYS AND COUNSELORS

WILLIAM H. GOODMAN*
bgoodman@goodmanhurwitz.com

JULIE H. HURWITZ
jhurwitz@goodmanhurwitz.com

KATHRYN BRUNER JAMES
kjames@goodmanhurwitz.com

OF COUNSEL
GOODMAN KALAHAR, P.C.

August 21, 2008

BY FAX – (248) 355-2277


Donald Campbell, Esq.
Collins Einhorn Farrell & Ulanoff, P.C.
4000 Town Center Ste. 909
Southfield, MI 48075

**Re: Appearance of Valerie Colbert-Osamuede
in Governor's Removal Hearing**

Dear Mr. Campbell,

This letter will confirm that on behalf of your client Ms. Colbert-Osamuede, you have advised me that she will be out of Michigan on vacation until, at the earliest, September 8, 2008 and will not be available to testify before that date.

Sincerely,



William Goodman
Special Counsel to Detroit City Council

GOODMAN & HURWITZ, P.C.
ATTORNEYS AND COUNSELORS

WILLIAM H. GOODMAN*
bgoodman@goodmanhurwitz.com

JULIE H. HURWITZ
jhurwitz@goodmanhurwitz.com

KATHRYN BRUNER JAMES
kjames@goodmanhurwitz.com

OF COUNSEL
GOODMAN KALAHAR, P.C.

August 21, 2008

William Mitchell, III
Mitchell Lord & Associates PLLC
2000 Town Center, Ste. 1000
Southfield, MI 48075

**Re: Appearance of William Mitchell III,
Governor's Removal Hearing**

Dear Mr. Mitchell,

This letter will confirm that you have advised me that you will not voluntarily appear before Governor Granholm to testify in hearings concerning the removal of the Mayor, scheduled to commence on September 3, 2008 in Detroit.

Sincerely,



William Goodman

Special Counsel to Detroit City Council

GOODMAN & HURWITZ, P.C.
ATTORNEYS AND COUNSELORS

WILLIAM H. GOODMAN*
bgoodman@goodmanhurwitz.com

JULIE H. HURWITZ
jhurwitz@goodmanhurwitz.com

KATHRYN BRUNER JAMES
kjames@goodmanhurwitz.com

OF COUNSEL
GOODMAN KALAHAR, P.C.

August 27, 2008

John Johnson
Corporation Counsel for the City of Detroit
City of Detroit Law Department
660 Woodward Ave Ste 1650
Detroit, MI 48226

Re: Petition to Governor for Removal of Mayor Kwame M. Kilpatrick

Dear Mr. Johnson:

This letter will acknowledge our recent conversation with regard to Council's previously scheduled, and currently adjourned, forfeiture hearings. At that time you had agreed to testify, with counsel present. You stated that you would send a follow up letter. I never received that letter.

However, the Governor has now scheduled a removal hearing on September 3, 2008. We will still require your testimony and I therefore request, on behalf of our client, the Detroit City Council, that you please be available to testify. It would seem that the most convenient time for such a appearance would be on the afternoon of September 3, 2008. Ms. McPhail has also listed you as a witness in this proceeding, as I am sure you already are aware.

As you also may know, I spoke with your attorney, Mr. Evelyn, and made the same request. I left a follow up voice mail for him, as well. He had also said that he would get back to me but I am well aware that he is very busy at the moment so I am sending this letter directly to you. I am sure that you are equally busy, as I have recently left two unanswered voice messages with you. I am therefore taking the opportunity to communicate with you in writing.

I appreciate your continuing cooperation.

Very truly yours,

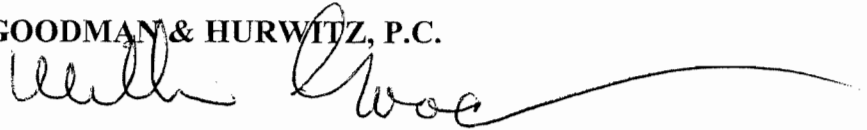
John Johnson, City of Detroit Corporation Counsel

Re: Petition to Governor

August 27, 2008

Page 2

GOODMAN & HURWITZ, P.C.

A handwritten signature in black ink, appearing to read 'William H. Goodman', with a long, sweeping horizontal line extending to the right.

William H. Goodman
Special Counsel to Detroit City Council

Cc: Sharon McPhail

James Thomas

David Whitaker

Gerald K. Evelyn

Statement of John E. Johnson, Jr.

I would like to thank this Honorable Body for the opportunity to come before you to discuss my role in the settlement of the Brown/Nelthrope and Walter Harris cases.

For a little more than two years, I have been honored to serve this City as its Corporation Counsel. It is a position that I dreamed of holding for more than 20 years before being appointed by Mayor Kwame Kilpatrick and unanimously confirmed by this Honorable Body. It is a position of trust, and one that I have always taken very seriously.

The events of the past eleven weeks have caused unimaginable divisions within this City government and our community. However, I am confident that these wounds will heal, and everyone will eventually be able to devote their entire attention to leading and continuing to move this City forward.

The Charter of the City of Detroit vests investigative powers in this Honorable Body and it has chosen to exercise its duty by conducting these hearings. I hope that at the conclusion, you will not only have a fuller understanding of the events surrounding the settlement of the cases, but can use the information to provide constructive insight into how the Law Department and this Council can work together to provide you with the information you need to make informed decisions.

Yesterday's testimony of Samuel McCargo and Valerie Colbert-Osamuede was particularly invaluable because it helped to emphasize the following facts:

- Although it was our original intention to appeal the Brown verdict, an investigation into jury misconduct did not yield the hoped-for results;
- It was the considered view of the Law Department that the Brown verdict would negatively impact the Walter Harris matter and result in a similar outcome;
- A global settlement of this matter had been the subject of discussion among the defense attorneys prior Mr. Stefani's revelation that he had obtained the text messages;
- There was no deliberate attempt by any attorney involved in this settlement to hide information from the Council;
- Confidentiality Agreements are not unusual in employment-related lawsuits and have never been brought to the attention of this Council, even when it concerns other branches of City government;
- Settlement agreements are not "set in stone", and are often modified even after this Body has approved the monetary pay-out;

- The settlement documents forwarded to the Council in this matter were patterned after hundreds sent by the Law Department in the past; and
- On October 17, 2007, the defense attorneys (who combined have more than 80 years of trial experience) recommended a settlement that resolved all claims, saved the City further expense and that everyone involved believed was in the best interest of the City of Detroit.

I believe that the attorneys who worked on the Brown case did an outstanding job. Within the Law Department, the management of the Brown and Harris cases were left in the very capable hands of the former Deputy Corporation Counsel Brenda Braceful and Labor & Employment Chief Valerie Colbert-Osamuede, both of whom are litigation experts and in whom I had complete trust. I became involved in this matter shortly before the trial began in August 2007, and years after the commencement of the litigation.

Following Ms. Braceful's resignation in August 2007, Ms. Colbert-Osamuede reported directly to me. Because the Deputy Corporation Counsel position remains vacant, she still does. During the past eight months, she has proven herself to be a person of high integrity and competence. Given her experience, I have turned to her for guidance and advice in several matters.

Nonetheless, she is a subordinate and I am the Corporation Counsel. The Brown and Harris cases were settled with my approval. I gave that approval after consultation with the defense attorneys and an evaluation of the situation. Despite media characterization (and in some instances mischaracterizations), the decision was made in the best interest of the City of Detroit.

Within the limits of the law, I am here to fully comply with your inquiry, as I have endeavored to do so with other government agencies that have properly sought information in regards to this matter.

Consequently, I come before you now to answer questions and explain my role in the process.

Approved:

JOHN E. JOHNSON, JR.,

Corporation Counsel

By: BRENDA E. BRACEFUL

Deputy Corporation Counsel

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley, Tabli, Conyers, and President K. Cockrel, Jr. — 8.

Nays — Council Member Watson — 1.

Law Department

July 10, 2007

Honorable City Council:
Re: Dave and Sheila Pegg vs. City of Detroit, et al. Case No. 07-715166 NO.

Representation by the Law Department of the City employees or officers listed below is hereby recommended, as we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendants arises out of or involves the performance in good faith of the official duties of such Defendants. We further recommend that the City undertake to indemnify the defendants if there is an adverse judgment. We therefore, recommend a "YES" vote on the attached resolution.

Copies of the relevant documents are submitted under separate cover.

Employees or Officers requesting representation: Retired Chief Fire Fighter Larry Cooper, Deputy Chief Fire Fighter Reginald Amos.

Respectfully submitted,
VALERIE A. COLBERT-OSAMUEDE

Chief Assistant

Corporation Counsel

Approved:

JOHN E. JOHNSON, JR.,

Corporation Counsel

By: BRENDA E. BRACEFUL

Deputy Corporation Counsel

Adopted as follows:

Resolved, That the Law Department is hereby authorized under Section 13-11-1 et seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following Employees or Officers: Retired Chief Fire Fighter Larry Cooper, Deputy Chief Fire Fighter Reginald Amos.

Approved:

JOHN E. JOHNSON, JR.,

Corporation Counsel

By: BRENDA E. BRACEFUL

Deputy Corporation Counsel

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley, Tabli, Conyers, and President K. Cockrel, Jr. — 8.

Nays — Council Member Watson — 1.

Law Department

July 17, 2007

Honorable City Council:
Re: Kenneth Roberts vs. City of Detroit, et al. Case No. 07-707979 CZ.

Representation by the Law Department of the City employees or officers listed below is hereby recommended, as we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendants arises out of or involves the performance in good faith of the official duties of such Defendants. We further recommend that the City undertake to indemnify the defendants if there is an adverse judgment. We therefore, recommend a "YES" vote on the attached resolution.

Copies of the relevant documents are submitted under separate cover.

Employees or Officers requesting representation: P.O. Theopolis Williams, Badge 529; P.O. Jesus Colon, Badge 3585.

Respectfully submitted,
VALERIE A. COLBERT-OSAMUEDE

Chief Assistant

Corporation Counsel

Approved:

JOHN E. JOHNSON, JR.,

Corporation Counsel

By: BRENDA E. BRACEFUL

Deputy Corporation Counsel

Adopted as follows:

Resolved, That the Law Department is hereby authorized under Section 13-11-1 et seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following Employees or Officers: P.O. Theopolis Williams, Badge 529; P.O. Jesus Colon, Badge 3585.

Approved:

JOHN E. JOHNSON, JR.,

Corporation Counsel

By: BRENDA E. BRACEFUL

Deputy Corporation Counsel

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley, Tabli, Conyers, and President K. Cockrel, Jr. — 8.

Nays — Council Member Watson — 1.

Law Department

July 17, 2007

Honorable City Council:
Re: Nicole Simmons vs. City of Detroit, et al. Case No. 07-704912 NO.

Representation by the Law Department of the City employee or officer listed below is hereby recommended, as we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendant arises out of or involves the performance

In good faith of the official duties of such Defendant. We further recommend that the City undertake to indemnify the defendant if there is an adverse judgment. We therefore, recommend a "YES" vote on the attached resolution.

Copies of the relevant documents are submitted under separate cover.

Employee or Officer requesting representation: P.O. Lashawn Peoples, Badge 2063.

Respectfully submitted,
VALERIE A. COLBERT-OSAMUEDE

Chief Assistant

Corporation Counsel

Approved:

JOHN E. JOHNSON, JR.,

Corporation Counsel

By: BRENDA E. BRACEFUL

Deputy Corporation Counsel

Adopted as follows:

Resolved, That the Law Department is hereby authorized under Section 13-11-1 et seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following Employee or Officer: P.O. Lashawn Peoples, Badge 2063.

Approved:

JOHN E. JOHNSON, JR.,

Corporation Counsel

By: BRENDA E. BRACEFUL

Deputy Corporation Counsel

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley, Tabli, Conyers, and President K. Cockrel, Jr. — 8.

Nays — Council Member Watson — 1.

Law Department

September 25, 2007

Honorable City Council:
Re: Nicole Cash vs. City of Detroit, Case No.: 06-602892 NI. File No.: A24000-000647 (JKN).

On May 9, 2007, your Honorable Body passed a Resolution permitting the Law Department to agree to binding arbitration in the above-captioned lawsuit. A copy of the Resolution, as published, is attached hereto. The City Council directed Paragraph B of said Resolution through the Law Department to inform it as to the outcome of the arbitration. This letter is our compliance with that directive. According to the Arbitration Award, which is attached hereto, the City must make payment to the Plaintiff as follows: Bernstein & Bernstein, P.C., Attys., & Nicole Cash in the amount of Twenty Thousand Dollars and No Cents (\$20,000.00).

Respectfully submitted,

FRANK E. BARBEE

Chief Assistant
Corporation Counsel

Received and placed on file.

Law Department

October 18, 2007

Honorable City Council:
Re: Gary A. Brown and Harold C. Nelthorpe vs. City of Detroit, et al. Case No. 03-317557 NZ.

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential attorney-client privileged memorandum that is being separately hand-delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of Eight Million Dollars and 00/100 (\$8,000,000.00) is in the best interest of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of Eight Million Dollars and 00/100 (\$8,000,000.00) and that your Honorable Body authorize and direct the Finance Director to issue a draft in that amount payable to Gary A. Brown and Harold C. Nelthorpe and Michael Stefani, their attorney, to be delivered upon receipt of properly executed releases and stipulations and orders of dismissal in Wayne County Circuit Court Case No. 03-317557 NZ as approved by the Law Department.

Respectfully submitted,

VALERIE A. COLBERT-OSAMUEDE

Chief Assistant

Corporation Counsel

Approved:

JOHN E. JOHNSON, JR.,

Corporation Counsel

By: Council Member Kenyatta:

Resolved, That settlement of the above matter be and is hereby authorized in the amount of Eight Million Dollars and 00/100 (\$8,000,000.00), and be it further Resolved, That the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Gary A. Brown and Harold C. Nelthorpe and Michael Stefani, their attorney, in the amount of Eight Million Dollars and 00/100 (\$8,000,000.00) in full payment of any and all claims which Plaintiffs may have by reason of alleged damages or injuries sustained as a result of all of the complaints contained in the Plaintiffs' Complaint in this matter, and that said amount be paid upon receipt of properly executed Release and Settlement Agreement entered in Wayne County Circuit Court Case No. 03-317557 NZ as approved by the City Law Department.

Approved:

JOHN E. JOHNSON, JR.,

Corporation Counsel

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley, Tabli, Conyers, and President K. Cockrel, Jr. — 8.

Nays — Council Member Watson — 1.

*WAIVER OF RECONSIDERATION

(No. 1) per motions before adjournment.

Law Department

October 18, 2007

Honorable City Council:
Re: Walter Harris vs. City of Detroit, et al.
Case No. 03-337670 NZ.

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential attorney-client privileged memorandum that is being separately hand-delivered to each member of your Honorable Body. From this review, it is our considered opinion that a settlement in the amount of Four Hundred Thousand Dollars and 00/100 (\$400,000.00) is in the best interests of the City of Detroit.

We, therefore, request authorization to settle this matter in the amount of Four Hundred Thousand Dollars and 00/100 (\$400,000.00) and that your Honorable Body authorize and direct the Finance Director to issue a draft in that amount payable to Walter Harris and Michael Stefani, his attorney, to be delivered upon receipt of properly executed releases and stipulations and orders of dismissal in Wayne County Circuit Court Case No. 03-337670 NZ as approved by the Law Department.

Respectfully submitted,
VALERIE A. COLBERT-OSAMUEDE
Chief Assistant

Approved:

JOHN E. JOHNSON, JR.

Corporation Counsel

By Council Member Kenyatta:

Resolved, That settlement of the above matter be and is hereby authorized in the amount of Four Hundred Thousand Dollars and 00/100 (\$400,000.00); and be it further Resolved, That the Finance Director be and is hereby authorized and directed to draw a warrant upon the proper account in favor of Walter Harris and Michael Stefani, his attorney, in the amount of Four Hundred Thousand Dollars and 00/100 (\$400,000.00) in full payment of any and all claims which Plaintiffs may have by reason of alleged damages or injuries sustained as a result of all of the complaints contained in the Plaintiffs' Complaint in this matter, and that said amount be paid upon receipt of the properly executed Release and Settlement Agreement entered in Wayne County Circuit Court Case No. 03-337670 NZ as approved by the City Law Department.

Approved:

JOHN E. JOHNSON, JR.

Corporation Counsel

Adopted as follows:
Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley, Talabi, Conyers, and President K. Cockrel, Jr. — 8.

Nays — Council Member Watson — 1.
"WAIVER OF RECONSIDERATION
(No. 2) per motions before adjournment.

NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE

Finance Department

Purchasing Division

October 23, 2007

Honorable City Council:
The Purchasing Division of the Finance Department recommends a Contract with the following terms or persons:

2708886—(Change Order No. 01) — 100% City Funding — Construction/Demolition — Belle Isle Lakeside Reflectory Demo & Site Restoration — Ferguson Enterprises, Inc., 14385 Wyoming, Detroit, MI 48228 — Upon Notice to Proceed — Until Completion of the Project — Contract Increase: \$42,216.00 — Not to exceed \$64,216.00. RECREATION.

Respectfully submitted,
AUDREY P. JACKSON
Director

By Council Member Collins:
Resolved, That Contract No. 2708886 referred to in the foregoing communication, dated October 23, 2007 be and hereby is approved.

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley, Talabi, Conyers, and President K. Cockrel, Jr. — 8.
Nays — Council Member Watson — 1.

Finance Department

Purchasing Division

October 11, 2007

Honorable City Council:

The Purchasing Division of the Finance Department recommends Contracts with the following terms or persons.

The approval of your Honorable Body is requested on the files and contracts that are attached.

Respectfully submitted,
AUDREY P. JACKSON
Director

By Council Member Watson:
Resolved, That the Finance Department be and is hereby authorized to enter into the following contracts:

The following contract(s) are to be referred to the:
NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE

2737076—100% City Funding — Secure advertising and promotion for the Civic Center Department — Detroit Metropolitan Convention & Visitors Bureau, 211 W. Fort St., Suite 1000, Detroit, MI 48226 — Contract Period: July 1, 2007 thru June 30, 2008 — Contract Amount: Not to exceed, \$200,000.00. CIVIC CENTER.

2741843—100% Federal Funding — Fiduciary Services for Youth Services Programs — Clark Associates, Inc., 11000 W. McNichols, Suite 321, Detroit, MI 48221 — Contract Period: July 1, 2007 thru June 30, 2008 — Contract Amount:

Not to exceed: \$119,019.08 — With Advance Payment of \$19,043.05. RECREATION.

2745104—100% Federal Funding — Administrative and Payroll Services (SAFETY) — Clark Associates, Inc., 11000 W. McNichols, Suite 321, Detroit, MI 48221 — Contract Period: April 1, 2007 thru March 31, 2008 — Contract Amount: Not to exceed, \$101,491.00. RECREATION.

By Council Member Watson:

Resolved, That the Purchasing Division of the Finance Department be and it is hereby authorized and directed to enter into contract with the person or firm recommended for furnishing the department's mentioned with the material, equipment, supplies or services, in amounts, kinds and at prices as listed in accordance with the foregoing communication, designated as Contract or File Nos. 2737076, 2741843 and 2745104, be and the same are hereby approved.

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley, Talabi, Conyers, and President K. Cockrel, Jr. — 8.
Nays — Council Member Watson — 1.

Permit

Honorable City Council:

To your Committee of the Whole was referred petition of Greater Grace Temple Men's Ministry, (#2053) for "Get Ready for Winter Gospel Outreach." After consultation with the Health and Wellness Promotion, Buildings and Safety Engineering, Recreation and Police Departments and careful consideration of the request, your Committee recommends that same be granted in accordance with the following resolution.

Respectfully submitted,

JOANN WATSON

Chairperson

By Council Member Watson:
Resolved, That permission be and is hereby granted to petition of Greater Grace Temple Men's Ministry, (#2053) for "Get Ready for Winter Gospel Outreach", November 10, 2007, with use of Cass Park.

Resolved, That the Buildings and Safety Engineering Department is hereby authorized to waive the zoning restrictions on said property during the period of the event.

Provided, That the sale of food and soft drinks is held under the direction and inspection of the Health Department, and further

Provided, That said activity is conducted under the rules and regulations of the concerned departments and the supervisor of the Police Department, and in compliance with applicable ordinances, and further

Provided, That such permission be granted with the distinct understanding that petitioner assumes full responsibility for any and all claims, damages and expenses that may arise by reason of the granting of said petition, and further

Provided, That the site be returned to its original condition after said activity, and further

Provided, That this resolution is revocable at the will, whim or caprice of the City Council.

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley, Talabi, Watson, Conyers, and President K. Cockrel, Jr. — 9.
Nays — None.

Permit

Honorable City Council:

To your Committee of the Whole was referred petition of Faygo Beverages, Inc. — Janelle Emerson, (No. 2089), for "Faygo Centennial Walkathon", November 4, 2007, with use of Belle Isle Park. After consultation and careful consideration of the request, your Committee recommends that same be granted in accordance with the following resolution.

Respectfully submitted,

JOANN WATSON

Chairperson

By Council Member Watson:
Resolved, That permission be and it is hereby granted to petition of Faygo Beverages, Inc. — Janelle Emerson, (No. 2089), for "Faygo Centennial Walkathon", November 4, 2007, with use of Belle Isle Park.

That said activity is conducted under the rules and regulations of the Recreation Department and the supervision of the Police Department, and further

Provided, That the required permits be secured should any tents or temporary installations such as Liquefied Petroleum Gas Systems be used, and further

Provided, That the site be returned to its original condition at the termination of its use, and further

Provided, That such permission is granted with the distinct understanding that petitioner assumes full responsibility for any and all claims, damages or expenses that may arise by reason of the granting of said petition, and further

Provided, That this resolution is revocable at the will, whim or caprice of the City Council.

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley, Talabi, Watson, Conyers, and President K. Cockrel, Jr. — 9.
Nays — None.